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10 Counsel for Eagle Rock Asset Management, LLC

11
12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14 THE BANK OF NEW YORK MELLON
15 FKA THE BANK OF NEW YORK AS
16 TRUSTEE FOR THE
17 CERTIFICATEHOLDERS OF THE
18 CWABS, INC. ASSET-BACKED
19 CERTIFICATES, SERIES 2005-12,

20 Plaintiff,

21 v.

22 STEWART TOWN HOMEOWNERS
23 ASSOCIATION; EAGLE ROCK ASSET
24 MANAGEMENT, LLC; ABSOLUTE
25 COLLECTION SERVICES, LLC;

26 Defendants.

Case No. 2:17-cv-00128-GMN-PAL

**STIPULATION AND ORDER TO STAY
LITIGATION**

27 Defendant Eagle Rock Asset Management, LLC ("Eagle Rock"), Defendant Absolute
28 Collection Services, LLC ("ACS"), and Plaintiff The Bank of New York Mellon f/k/a The Bank of
New York as Trustee for the Certificateholders of the CWABS, Inc. Asset-Backed Certificates,
Series 2005-12 ("BNY Mellon"), by and through their respective undersigned counsel, hereby
stipulate as follows:

WHEREAS, on or about January 13, 2017, BNY Mellon filed a Complaint initiating the
above referenced matter and seeking, among other things, a declaration that its Deed of Trust

continued to encumber the real property commonly referred to as 201 N. 18th St., Unit D, Las Vegas, NV 89101 (the "Property").

WHEREAS, on or about April 26, 2017, the Court entered a Scheduling Order, with the close of discovery on August 7, 2017;

WHEREAS, the parties agreed to resolve this matter and are in the process of finalizing a settlement agreement;

WHEREAS, the parties stipulate and agree to stay this matter for 120 days, including all pending deadlines, to allow the parties to finalize their resolution of this matter;

WHEREAS, the parties stipulate and agree that should this matter not be voluntarily dismissed before the expiration of the stay, the parties will submit a revised scheduling order with 10 days of the stay's expiration;

WHEREAS, the parties stipulate and agree that either party may move for the dissolution of the stay at any time;

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1 WHEREAS, this stipulation is not entered into for any improper purpose or to delay.

2 IT IS SO STIPULATED.

3 DATED this 10th day of May, 2017.

 DATED this 10th day of May, 2017.

4 TAKOS LAW, LTD.

 AKERMAN LLP

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6 /s/ Shawn L. Walkenshaw
Zachary P. Takos, Esq., NV Bar No. 11293
1980 Festival Plaza Drive, Suite 300
7 Las Vegas, Nevada 89135

8 Counsel for Eagle Rock

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10 DATED this 10th day of May, 2017.

11 **Absolute Collection Services**

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13 /s/ Shane D. Cox
Shane D. Cox, Esq., NV Bar No. 13852
8440 W. Lake Mead Blvd., Ste. 210
14 Las Vegas, NV 89128

15 Counsel for Absolute Collection Services

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18 IT IS SO ORDERED.

19 Dated this 22 day of May, 2017.

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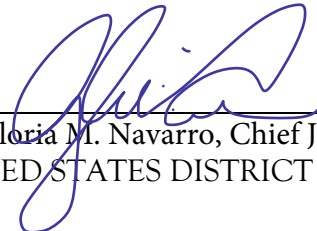
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Gloria M. Navarro, Chief Judge
UNITED STATES DISTRICT COURT